

PROPOSED AMENDMENT  
SENATE AMENDMENTS TO S.B. 1346  
(Reference to printed bill)

Strike everything after the enacting clause and insert:

"Section 1. Section 33-1409, Arizona Revised Statutes, is amended to read:

33-1409. General definitions

Subject to additional definitions which are contained in subsequent articles of this chapter and which apply to those specific articles, and unless the context otherwise requires, in this chapter:

1. "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.

2. "Anniversary date" means an annual date applying to all tenants stated in the rental agreement on which the landlord may adjust the amount of rent.

3. "Appurtenances" means awnings, sheds, porches and other attachments to the mobile home.

4. "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises, dwelling unit or mobile home space.

5. "Change in use" means either of the following:

(a) A change in the use of land from the rental of mobile home spaces in a mobile home park to some other use.

(b) The redevelopment of the mobile home park.

6. "Compatible" means a mobile home which is in a similar condition as the majority of the other mobile homes in the mobile home park, as determined by the maintenance, condition and overall appearance of the mobile home.

7. "CRIME FREE HOUSING PROGRAM" MEANS A PROGRAM SPONSORED BY A LOCAL LAW ENFORCEMENT AGENCY THAT IS DESIGNED TO REDUCE CRIME IN MOBILE HOME AND MULTIHOUSING COMMUNITIES AND THAT MAY INCLUDE LAW ENFORCEMENT SPONSORED TRAINING OF LANDLORD EMPLOYEES, THE USE OF CRIME FREE ADDENDUMS TO LEASING AGREEMENTS, BACKGROUND SCREENINGS OF RESIDENTS, PROVISIONS FOR THE DESIGN OF COMMUNITIES TO REDUCE CRIME AND METHODS FOR DEALING WITH CRIMINAL ACTIVITY.

~~7.~~ 8. "Director" means the director of the department of fire, building and life safety.

~~8.~~ 9. "Dwelling unit" excludes real property used to accommodate a mobile home.

~~9.~~ 10. "Educational program" means a class, workshop or educational convention that primarily instructs attendees on issues dealing with the operation of a mobile home park and that is sponsored by a nonprofit

organization whose sole or primary purpose is the advocacy and promotion of the rental mobile home parks industry.

~~10-~~ 11. "Fund" means the mobile home relocation fund.

~~11-~~ 12. "Good faith" means honesty in fact in the conduct or transaction concerned.

~~12-~~ 13. "Guest" means a nonresident, over and above the occupancy limit set for the resident's space under the terms of the rental agreement or by park rules, of a mobile home park who stays at the home of a person with constructive possession of the home with the consent of the resident for one or more nights and not more than thirty days in any twelve month period.

~~13-~~ 14. "Landlord" means the owner, lessor, sublessor or operator, or any combination thereof, of a mobile home park and it also means a manager of the premises who fails to disclose as required by section 33-1432.

~~14-~~ 15. "Mobile home":

(a) Means either of the following:

(i) A residential structure ~~THAT WAS~~ manufactured on or before June 15, 1976, that is transportable in one or more sections, eight feet or more in body width, over thirty feet in body length with the hitch, built on an integral chassis, designed to be used as a dwelling when connected to the required utilities and not originally sold as a travel trailer or recreational vehicle and ~~which~~ ~~THAT~~ includes the plumbing, heating, air conditioning and electrical systems in the structure.

(ii) A manufactured home built after June 15, 1976, originally bearing an appropriate insignia of approval issued by the United States department of housing and urban development.

(b) Does not include either of the following:

(i) A recreational vehicle such as a motor home, camping trailer, van, fifth wheel trailer or other type of recreational vehicle.

(ii) A structure known as a park model trailer that is a structure built on a single chassis, mounted on wheels and designed to be connected to the utilities necessary for the operation of installed fixtures and appliances and that has a gross interior area of not less than three hundred twenty square feet and not more than four hundred square feet when prepared for occupancy.

~~15-~~ 16. "Mobile home park" means any parcel of land that contains four or more mobile home spaces.

~~16-~~ 17. "Mobile home space" means a parcel of land for rent which has been designed to accommodate a mobile home and provide the required sewer and utility connections.

~~17-~~ 18. "Moving expenses" means the cost incurred by the tenant whose mobile home is moved for taking down, transporting and setting up the mobile home with the identical, or substantially similar, improvements as were attached to the tenant's mobile home on the mobile home space from which it was removed but does not include the cost of landscaping or the cost of utility lines, trenching or utility connections located in excess of twenty-five feet from the point of hookup on the mobile home.

~~18-~~ 19. "Organization" includes a corporation, limited liability company, government, governmental subdivision or agency, business trust,

1 estate, trust, partnership or association, two or more persons having a joint  
2 or common interest and any other legal or commercial entity which is a  
3 landlord, owner, manager or designated agent pursuant to section 33-1432.

4 ~~19.~~ 20. "Owner" means one or more persons, jointly or severally, in  
5 whom is vested all or part of the legal title to property or all or part of  
6 the beneficial ownership and a right to present use and enjoyment of the  
7 premises. The term includes a mortgagee in possession.

8 ~~20.~~ 21. "Park manager" means the person who is primarily responsible  
9 for the day-to-day operation of a mobile home park.

10 ~~21.~~ 22. "Person" includes a company, partnership or firm as well as a  
11 natural person.

12 ~~22.~~ 23. "Premises" means the mobile home park and its existing  
13 facilities and appurtenances, including furniture and utilities where  
14 applicable, and grounds, areas and existing facilities held out for the use  
15 of tenants generally or whose use is promised to the tenant.

16 ~~23.~~ 24. "Prospective tenant" means a person who desires to become a  
17 tenant.

18 ~~24.~~ 25. "Redevelopment of the mobile home park" means that the spaces  
19 being redeveloped shall remain vacant for at least one hundred eighty days  
20 after the effective date of all change in use notices that are given to the  
21 tenants and either of the following applies:

22 (a) A minimum of twenty-five per cent of the spaces in the park, in  
23 groups of at least five contiguous spaces, are being changed into an upgraded  
24 mobile home park.

25 (b) A minimum of twenty-five of the total number of spaces in the  
26 park, in groups of at least five contiguous spaces, are being changed into an  
27 upgraded mobile home park.

28 ~~25.~~ 26. "Rent" means payments to be made to the landlord or designated  
29 agent in full consideration for the rented premises.

30 ~~26.~~ 27. "Rental agreement" means leases or agreements and valid rules  
31 adopted under section 33-1452 embodying the terms and conditions concerning  
32 the use and occupancy of a mobile home space and premises, and includes  
33 month-to-month tenancies that arise out of the expiration of a written rental  
34 agreement pursuant to section 33-1413.

35 ~~27.~~ 28. "Resident" means a person entitled under a rental agreement to  
36 occupy a mobile home space to the exclusion of others and does not include a  
37 person rendering necessary live-in care under section 33-1413.03.

38 ~~28.~~ 29. "Security" or "security deposit" means any refundable money or  
39 property given to assure payment or performance under a rental agreement.

40 ~~29.~~ 30. "Tenant" means a person signing a rental agreement or  
41 otherwise agreeing with a landlord for the occupancy of a mobile home space.

42 ~~30.~~ 31. "Visitor" means a nonresident of a mobile home park who stays  
43 at the home of a resident with the consent of the resident but does not stay  
44 overnight.

45 Sec. 2. Section 33-1413, Arizona Revised Statutes, is amended to read:  
46 33-1413. Terms and conditions of rental agreement

47 A. At the beginning of the tenancy, a signed, written rental agreement  
48 must be executed by the landlord or designated agent and a tenant. The

1 rental agreement shall be executed in good faith by both parties and shall  
2 not provide for the waiver of any rights given to either party by other  
3 provisions of this chapter. The rental agreement shall be for a specific  
4 period and shall include:

5 1. The amount of the rent.

6 2. The amount of any security deposit.

7 B. If the landlord and tenant agree to the term of the rental  
8 agreement, the rental agreement may be for any term. If the landlord and  
9 tenant disagree on the term of the rental agreement, the rental agreement  
10 shall be for twelve months. The initial term of a rental agreement may be  
11 for less than twelve months if the reason is to ensure conformity with a  
12 standard anniversary date. Any written rental agreement shall have all blank  
13 spaces completed, and executed copies of the written rental agreement shall  
14 be furnished to all parties within ten days of execution.

15 C. The rental agreement may include conditions not prohibited by this  
16 chapter or other rule of law governing the rights and obligations of the  
17 parties.

18 D. The landlord shall attach to the rental agreement a statement  
19 signed by the prospective tenant acknowledging receipt of:

20 1. The disclosures required in section 33-1432.

21 2. A current copy of this chapter as prescribed in section 33-1432.

22 3. A current copy of the rules or regulations adopted pursuant to  
23 section 33-1452.

24 4. THE CRIME FREE ADDENDUM TO THE RENTAL AGREEMENT SIGNED BY THE  
25 PARTIES IF THE LANDLORD USES A CRIME FREE ADDENDUM.

26 E. Rent shall be payable without demand or notice at the time and  
27 place agreed upon by the parties. Periodic rent is payable at the beginning  
28 of any term of one month or less, and thereafter, unless otherwise agreed, in  
29 equal monthly installments at the beginning of each month. Unless otherwise  
30 agreed, rent shall be uniformly apportionable from day to day.

31 F. A landlord shall not prohibit a tenant who is a member of the armed  
32 forces of the United States from terminating a rental agreement with less  
33 than two weeks' notice to the landlord if he receives reassignment orders  
34 which do not allow such prior notification.

35 G. Notwithstanding any provision of this article to the contrary, upon  
36 the expiration or renewal of any rental agreement, the landlord may increase  
37 or decrease the total rent or change payment arrangements. The landlord  
38 shall notify the tenant in writing by first class or certified mail or by  
39 personal delivery at least ninety days prior to the expiration or renewal of  
40 any rental agreement of any such increase or change. Nothing in this  
41 subsection requires a landlord to provide cause for any change in rent if the  
42 landlord complies with notice requirements.

43 H. On expiration of a written rental agreement for a specified term or  
44 written renewal of a rental agreement, tenancy is on a month-to-month basis  
45 unless the landlord, its designated agent or the tenant requests a new  
46 written rental agreement. If the landlord and tenant agree to the term of  
47 the rental agreement, the rental agreement may be for any term. If the

landlord and tenant disagree on the term of the rental agreement, the rental agreement shall be for twelve months.

I. In addition to any other rental provisions, the landlord is entitled to a rental increase effective at the expiration or renewal of any rental agreement or effective immediately if so provided in a written rental agreement to compensate the landlord for actual costs of insurance, taxes and rate increases for utilities, which shall be substantiated by the landlord in writing to the tenant.

J. As a condition of tenancy the rental agreement may require the prospective tenant to make improvements to the mobile home, including all appurtenances owned by the tenant, and to preserve or upgrade the quality of the mobile home park even if the prospective tenant is purchasing a home already located in the mobile home park. The improvements shall not exceed the requirements of the rules or regulations of the mobile home park.

K. Notwithstanding subsections A, B and H of this section, the tenant may demand in writing and the landlord shall offer a long-term initial or renewal rental agreement that complies with all of the following:

1. The long-term initial or renewal rental agreement shall be in writing and shall be for a term of four years. A long-term rental agreement may be for a term of less than four years if the reason is to ensure conformity with a standard park anniversary date.

2. All rents and other fees due during the term of the long-term rental agreement shall be clearly identified in the agreement.

3. The tenant has ten days from the date of receipt of the long-term rental agreement to accept or reject the agreement. If an agreement is not signed and returned to the landlord within the ten day period, the tenant is deemed to have rejected the agreement. On rejection of the agreement, subsections A, B and H of this section apply.

L. The rental agreement may contain conditions regarding the removal of a mobile home from the mobile home park and the restoration of a mobile home space by a tenant or a tenant's successor in interest after removal of the mobile home. The conditions shall not include any provisions regarding environmental liability or environmental remediation, and any environmental liability or environmental remediation requirements shall be governed as otherwise provided by law.

M. THE LANDLORD MAY USE A CRIME FREE ADDENDUM TO THE RENTAL AGREEMENT IN A FORM CUSTOMARILY IN USE AND APPROVED FOR USE BY THE LOCAL LAW ENFORCEMENT AGENCY AS PART OF THE AGENCY SPONSORED CRIME FREE HOUSING PROGRAM. THE REFUSAL OF A TENANT TO SIGN THE CRIME FREE ADDENDUM CONSTITUTES GOOD CAUSE TO DENY OR REFUSE TO RENEW A TENANCY.

Sec. 3. Section 33-1451, Arizona Revised Statutes, is amended to read:

33-1451. Tenant to maintain mobile home space: notice of vacating; clearance for removal

A. A tenant of a mobile home space shall exercise diligence to maintain that part of the premises which he has rented in as good condition as when he took possession and shall:

1           1. Comply with all obligations primarily imposed upon tenants by  
2 applicable provisions of city, county and state codes materially affecting  
3 health and safety.

4           2. Keep that part of the premises that he occupies and uses as clean  
5 and safe as the condition of the premises permits.

6           3. Dispose from his mobile home space all rubbish, garbage and other  
7 waste in a clean and safe manner as prescribed by park rules.

8           4. Not deliberately or negligently destroy, deface, damage, impair or  
9 remove any part of the premises or knowingly permit any person to do so.

10           5. NOT PERMIT ANY PERSON TO RESIDE ON THE RENTED PREMISES WITHOUT  
11 PRIOR WRITTEN APPROVAL OF THE LANDLORD. THE LANDLORD MAY REQUIRE ANY  
12 PROSPECTIVE RESIDENT TO COMPLETE AN APPLICATION FOR RESIDENCY AND MAY CONDUCT  
13 A CRIMINAL RECORD AND PRIOR RESIDENCY BACKGROUND CHECK BEFORE APPROVING OR  
14 DISAPPROVING THE APPLICATION.

15           ~~5.~~ 6. Conduct himself and require other persons on the premises with  
16 his consent to conduct themselves in a manner that will not disturb his  
17 neighbors' peaceful enjoyment of the premises.

18           ~~6.~~ 7. Inform the landlord or manager of the mobile home park at least  
19 thirty days before the expiration of the rental agreement that the agreement  
20 will not be renewed by the tenant and that the premises will be vacated. If  
21 timely notice is not given prior to moving from the mobile home space, the  
22 tenant then is responsible for rent equal to an amount consistent with the  
23 applicable notice period.

24           B. A tenant shall not remove a mobile home from a mobile home space  
25 unless the tenant has received from the landlord a clearance for removal  
26 showing that all monies due the landlord as of the date of removal have been  
27 paid or that the landlord and tenant have otherwise agreed to the  
28 removal. The landlord shall not interfere with the removal of a mobile home  
29 for any reason other than nonpayment of monies due as of the date of removal  
30 even if the term of the rental agreement has not expired.

31           Sec. 4. Section 33-1452, Arizona Revised Statutes, is amended to read:

32           33-1452. Rules and regulations

33           A. A landlord shall adopt written rules or regulations, however  
34 described, concerning the tenant's use and occupancy of the premises. Such  
35 rules or regulations are enforceable against the tenant only if:

36           1. Their purpose is to promote the convenience, safety or welfare of  
37 the tenants on the premises, preserve the landlord's property from abusive  
38 use, preserve or upgrade the quality of the mobile home park or make a fair  
39 distribution of services and facilities held out for the tenants generally.

40           2. They are reasonably related to the purpose for which adopted.

41           3. They apply to all tenants on the premises in a fair manner.

42           4. They are sufficiently explicit in prohibition, direction or  
43 limitation of the tenant's conduct to fairly inform the tenant of what must  
44 or must not be done to comply.

45           5. They are not for the purpose of evading the obligations of the  
46 landlord.

47           6. The prospective tenant has a copy of the current rules and  
48 regulations before the prospective tenant enters into the rental agreement.

1           B. A new tenant who brings a mobile home into a mobile home park or  
2 who purchases an existing mobile home in a mobile home park shall comply with  
3 all current statements of policy and rules or regulations, including those  
4 pertaining to the size, condition and appearance of the mobile home, and  
5 exterior materials with which the mobile home has been constructed.

6           C. A new tenant who purchases an existing mobile home in a mobile home  
7 park shall comply with all current statements of policy and rules and  
8 regulations, including those pertaining to the size, condition and appearance  
9 of the mobile home and exterior materials with which the mobile home has been  
10 constructed, except that the landlord shall not require the replacement of  
11 the siding and skirting on a mobile home unless the replacement siding and  
12 skirting will significantly change or improve the appearance of the mobile  
13 home.

14           D. If any mobile home park owner adds, changes, deletes or amends any  
15 rule, notice in writing of all such additions, changes, deletions or  
16 amendments shall be furnished to all mobile home tenants thirty days before  
17 they become effective by first class or certified mail. Any rule or  
18 condition of occupancy which is unfair and deceptive or which does not  
19 conform to the requirements of this chapter shall be unenforceable. A rule  
20 or regulation adopted after the tenant enters into the rental agreement is  
21 enforceable against the tenant only if it does not work a substantial  
22 modification of the rental agreement.

23           E. A person who owns or operates a mobile home park shall not:

24           1. Deny rental unless the mobile home does not meet the requirements  
25 of the rules and regulations of the landlord and the statements of policy  
26 prescribed ~~pursuant to~~ BY section 33-1436, ~~or~~ the park resident or  
27 prospective ~~resident~~ **TENANT AND MEMBERS OF THE PROSPECTIVE TENANT'S HOUSEHOLD**  
28 cannot ~~conform to park rules and regulations~~ **MEET THE REQUIREMENTS PRESCRIBED**  
29 **IN THOSE DOCUMENTS OR ANY MEMBER OF THE PROSPECTIVE TENANT'S HOUSEHOLD DOES**  
30 **NOT SATISFY THE LANDLORD'S REASONABLE CRITERIA FOR ABSENCE OF A CRIMINAL**  
31 **BACKGROUND. THE FAILURE OR REFUSAL OF ANY MEMBER OF THE PROSPECTIVE TENANT'S**  
32 **HOUSEHOLD TO COMPLETE AND SUBMIT AN APPLICATION FOR RESIDENCY TO THE LANDLORD**  
33 **IS GOOD CAUSE TO DENY RENTAL.**

34           2. Require any person as a precondition to renting, leasing or  
35 otherwise occupying a space for a mobile home in a mobile home park to pay an  
36 entrance or exit fee of any kind unless for services actually rendered or  
37 pursuant to a written agreement.

38           3. Deny any resident of a mobile home park the right to sell the  
39 resident's mobile home at a price of the resident's own choosing during the  
40 term of the tenant's rental agreement, but the landlord may reserve the right  
41 to approve the purchaser of such mobile home as a tenant but such permission  
42 may not be unreasonably withheld, except that the landlord may require,  
43 notwithstanding paragraph 6 of this subsection, in order to preserve or  
44 upgrade the quality of the mobile home park, that any mobile home not in  
45 compliance with the landlord's current rules and regulations and statements  
46 of policy, in a rundown condition or in disrepair be removed from the park  
47 within sixty days. Within ten days of a written request by the seller or  
48 prospective purchaser, a landlord shall notify the seller and the prospective

1 purchaser in writing of any reasons for withholding approval of a purchaser  
2 pursuant to this paragraph. The notice to the prospective purchaser shall  
3 identify the reasons for disapproval with reasonable specificity. The notice  
4 to the seller shall identify the reasons in summary fashion consistent with  
5 applicable federal and state consumer protection laws and shall inform the  
6 seller that the seller should consult with the prospective purchaser for more  
7 specific details.

8 4. Exact a commission or fee with respect to the price realized by the  
9 tenant selling the mobile home, unless the park owner or operator has acted  
10 as agent for the mobile home owner pursuant to a written agreement.

11 5. Require a tenant or prospective tenant to use any specific sales  
12 agency, manufacturer, retailer or broker.

13 6. Notwithstanding section 33-1436, subsection C, require an existing  
14 tenant to furnish permanent improvements which cannot be removed without  
15 damage thereto or to the mobile home space by a tenant at the expiration of  
16 the rental agreement. If the landlord includes any requirements for  
17 permanent improvements in the rules or statements of policy, these  
18 requirements shall not apply to any mobile home already existing in the  
19 mobile home park.

20 7. Prohibit a tenant from advertising the sale or exchange of the  
21 tenant's mobile home, including the display of a "for sale" or "open house"  
22 sign on the dwelling or in the window of the mobile home stating the name,  
23 address and telephone number of the owner or agent of the mobile home. The  
24 sign may be no larger than twelve inches wide and eighteen inches long. In  
25 addition to the display of a sign in the window, the tenants may display the  
26 signs on a central posting board in the park which is reasonably accessible  
27 to the public seven days a week during daylight hours.

28 F. The landlord or manager of a mobile home park shall include, in  
29 rules and regulations, an emergency number to be called when the park is left  
30 unattended, regardless of the size of the park.

31 G. The landlord shall not prohibit meetings of tenants with or without  
32 invited visiting speakers in the mobile home park relating to mobile home  
33 living and affairs in the park community or recreational hall if such  
34 meetings are held at reasonable hours and when the facility is not otherwise  
35 in use.

36 H. Any improvements made by a tenant such as plants, vines, edgings,  
37 gravel, stone or other additions made for the benefit of the tenancy may be  
38 removed by the tenant, or by agreement of both parties the landlord may  
39 retain the improvements by paying the tenant for their actual cost.

40 I. If a tenant dies, any surviving joint tenant or cotenant continues  
41 as tenant with the same rights, privileges and liabilities as if the  
42 surviving tenant were the original tenant, with the additional right to  
43 terminate the rental agreement by giving sixty days' written notice to the  
44 landlord within sixty days after the death of the tenant.

45 J. If a tenant who was sole owner of the mobile home dies during the  
46 term of the rental agreement, the tenant's heirs or legal representative have  
47 the right to cancel the lease by giving thirty days' written notice to the



1 landlord with the same rights, privileges and liabilities of the original  
2 tenant.

3 K. This section does not prohibit a landlord from requiring removal of  
4 a mobile home from the mobile home park within sixty days after the sale by a  
5 tenant if the mobile home does not meet the current requirements of the rules  
6 and regulations and statements of policy, including those pertaining to the  
7 size, condition and appearance of the mobile home, and exterior materials  
8 with which the mobile home has been constructed.

9 L. On the sale of a mobile home that was manufactured after June 15,  
10 1976 to a tenant who is otherwise qualified for tenancy, a landlord shall not  
11 require removal of that mobile home from the mobile home park solely because  
12 of the age of the mobile home. A landlord may require the removal of a  
13 mobile home on the sale of the mobile home solely because of the age of the  
14 mobile home if the mobile home was manufactured on or before June 15,  
15 1976. This subsection shall not be construed to preclude a landlord from  
16 prohibiting a mobile home from being moved into a mobile home park solely  
17 because of the age of the mobile home without regard to its date of  
18 manufacture.

19 Sec. 5. Section 33-1454, Arizona Revised Statutes, is amended to read:

20 33-1454. Tenant to occupy as a dwelling unit; authority to  
21 sublet

22 A. Unless otherwise agreed, the tenant shall occupy the tenant's  
23 mobile home only as a dwelling unit and may sublet, upon written agreement  
24 with the park management.

25 B. If a landlord adopts a policy of permitting subleasing, the  
26 landlord shall not unreasonably withhold approval of subleases and  
27 subtenants. A landlord may adopt a policy that prohibits subleasing, but  
28 that policy is not effective against any subleasing that had been approved by  
29 the landlord and that was in effect at the time the subleasing prohibition  
30 was adopted.

31 C. THE TENANT SHALL NOT ALLOW ANY PERSON TO RESIDE IN THE RENTED  
32 PREMISES WITHOUT FIRST SUBMITTING AN APPLICATION FOR RESIDENCY AND OBTAINING  
33 THE LANDLORD'S WRITTEN CONSENT AFTER ANY BACKGROUND CHECKS, INCLUDING  
34 CRIMINAL BACKGROUNDS CHECKS, THAT THE LANDLORD MAY REASONABLY REQUIRE.

35 ~~C.~~ D. This section shall not be construed to require any landlord to  
36 permit subleasing of spaces.

37 Sec. 6. Section 33-1476, Arizona Revised Statutes, is amended to read:

38 33-1476. Termination or nonrenewal of rental agreement by  
39 landlord; noncompliance with rental agreement by  
40 tenant; failure to pay rent

41 A. The landlord shall specify the reason or reasons for the  
42 termination or nonrenewal of any tenancy in the mobile home park. The reason  
43 or reasons relied on for the termination or nonrenewal shall be stated in  
44 writing with specific facts, so that the date, place and circumstances  
45 concerning the reason or reasons for termination or nonrenewal can be  
46 determined. Reference to or recital of the language of this chapter, or  
47 both, is not sufficient compliance with this subsection.

1           B. The landlord may not terminate or refuse to renew a tenancy without  
2 good cause. "Good cause" means:

- 3           1. Noncompliance with any provision of the rental agreement.
- 4           2. Nonpayment of rent.
- 5           3. Change in use of land.
- 6           4. Clear and convincing evidence that a tenant has repeatedly violated  
7 any provision of this chapter and established a pattern of noncompliance with  
8 such provisions.

9           C. The landlord's right to terminate or to refuse to renew a tenancy  
10 pursuant to subsection B of this section does not arise until the landlord  
11 has complied with subsection D, E or H of this section.

12           D. Except as otherwise prohibited by law:

13           1. If there is a material noncompliance by the tenant with the rental  
14 agreement, the landlord shall deliver a written notice to the tenant  
15 specifying the acts and omissions constituting the breach and that the rental  
16 agreement will terminate upon a date not less than thirty days after receipt  
17 of the notice if the breach is not remedied in fourteen days. If the tenant  
18 remedies the situation within the time specified in the notice, the landlord  
19 shall issue a notice to the tenant releasing the tenant from the termination  
20 of rental agreement notice.

21           2. If there is a noncompliance by the tenant with section 33-1451  
22 materially affecting health and safety, the landlord may deliver a written  
23 notice to the tenant specifying the acts and omissions constituting the  
24 breach and that the rental agreement will terminate upon a date not less than  
25 twenty days after receipt of the notice if the breach is not remedied in ten  
26 days. However, if the breach is remediable by repair or the payment of  
27 damages or otherwise, and the tenant adequately remedies the breach before  
28 the date specified in the notice, the rental agreement will not terminate. If  
29 the tenant remedies the situation within the time specified in the notice,  
30 the landlord shall issue a notice to the tenant releasing the tenant from the  
31 termination of rental agreement notice.

32           3. If there is a noncompliance that is both material and irreparable  
33 and that occurs on the premises, including an illegal discharge of a weapon,  
34 homicide as prescribed in sections 13-1102 through 13-1105, criminal street  
35 gang activity as prescribed in section 13-105, activity as prohibited in  
36 section 13-2308, prostitution as defined in section 13-3211, the unlawful  
37 manufacturing, selling, transferring, possessing, using or storing of a  
38 controlled substance as defined in section 13-3451, threatening or  
39 intimidating as prohibited in section 13-1202, infliction of serious bodily  
40 harm, assault as prohibited in section 13-1203, criminal activity involving  
41 serious property damage or acts that have been found to constitute a nuisance  
42 pursuant to section 12-991, the landlord may deliver a written notice for  
43 immediate termination of the rental agreement and proceed pursuant to section  
44 33-1485.

45           4. If a tenant engages in repetitive conduct that is the subject of  
46 notices under this subsection, after two incidents of the same type  
47 documented by the landlord within a twelve month period or after receipt by  
48 the landlord of two written complaints from other tenants about the

1 repetitive conduct within a twelve month period, the landlord may deliver a  
2 written notice to the tenant specifying the repetitive conduct and the  
3 documentation and advising the tenant that on documentation of the next  
4 incident of the same type final notice will be given and the rental agreement  
5 or tenancy will be terminated thirty days after the date of the notice.

6 5. If a tenant has been involved in three or more documented incidents  
7 of conduct of any type described in this section within a twelve month  
8 period, the landlord may deliver a written notice to the tenant specifying  
9 the conduct and the documentation and advising the tenant that on  
10 documentation of the next incident final notice will be given and the rental  
11 agreement or tenancy will be terminated thirty days after the date of the  
12 notice.

13 6. IF A TENANT HAS ALLOWED A PERSON TO RESIDE ON THE PREMISES WITHOUT  
14 THE WRITTEN APPROVAL OF THE LANDLORD AND FAILS OR REFUSES TO REMOVE THAT  
15 PERSON WITHIN TEN DAYS AFTER WRITTEN DEMAND FROM THE LANDLORD THAT THE  
16 UNAPPROVED PERSON VACATE THE PREMISES, THE LANDLORD MAY DELIVER A WRITTEN  
17 NOTICE FOR IMMEDIATE TERMINATION OF THE RENTAL AGREEMENT AND MAY PROCEED  
18 PURSUANT TO SECTION 33-1485. THIS PARAGRAPH DOES NOT APPLY TO A GUEST AS  
19 DEFINED IN SECTION 33-1409.

20 E. If rent is unpaid when due and the tenant fails to pay rent within  
21 seven days after written notice by the landlord of nonpayment and the  
22 landlord's intention to terminate the rental agreement if the rent is not  
23 paid within that period of time, the landlord may terminate the rental  
24 agreement. Before judgment in an action brought by the landlord under this  
25 subsection, the tenant may have the rental agreement reinstated by tendering  
26 the past due but unpaid periodic rent, reasonable ~~attorney's~~ ATTORNEY fees  
27 incurred by the landlord and court costs, if any.

28 F. Except as provided in this chapter, the landlord may recover actual  
29 damages, obtain injunctive relief or recover possession of the premises  
30 pursuant to an action in forcible detainer for repeated noncompliance by the  
31 tenant with the rental agreement or section 33-1451.

32 G. The remedy provided in subsection F of this section is in addition  
33 to any right of the landlord arising under subsection D of this section.

34 H. If a change in use is intended for the land on which a mobile home  
35 park or a portion of a mobile home park is located and the landlord intends  
36 eviction of a mobile home tenant due to a change in use, the landlord shall  
37 notify all tenants in the park in writing that:

38 1. The change in use may subsequently result in the termination of a  
39 rental agreement.

40 2. The tenant being terminated due to the change in use will receive a  
41 one hundred eighty day notice before the actual termination of the rental  
42 agreement.

43 Sec. 7. Section 33-1476.04, Arizona Revised Statutes, is amended to  
44 read:

45 33-1476.04. Relocations due to rent increase; mobile home  
46 relocation fund; applicability

47 A. A tenant is eligible for payment from the mobile home relocation  
48 fund if all of the following conditions are met:

1           1. The tenant resides in a mobile home that is owned by the tenant and  
2 that is located in a mobile home park.

3           2. A rent increase will be effective at the expiration or renewal of  
4 the tenant's rental agreement.

5           3. The rent increase either singly or in combination during any  
6 consecutive twelve month period is more than a total of ten per cent plus the  
7 current increase in the consumer price index over the most recent one year  
8 period before the date of the notice of the rent increase. For the purposes  
9 of this paragraph, "consumer price index" means the "west-A" index that is  
10 published by the United States department of labor, bureau of labor  
11 statistics, and that demonstrates changes in prices in certain cities in the  
12 western United States.

13           B. A landlord who increases rent as prescribed by subsection A of this  
14 section shall give written notice of the applicability of this section to all  
15 affected tenants.

16           C. A tenant is eligible to receive relocation expenses pursuant to  
17 subsection A of this section as follows:

18           1. At least thirty days before the effective date of the rent increase  
19 that exceeds the limits prescribed by subsection A of this section, the  
20 tenant shall submit a contract for relocation of the mobile home to the  
21 director for approval and to the landlord.

22           2. Before the effective date of the rent increase, the tenant shall  
23 relocate the mobile home or have a fully signed contract with a licensed  
24 moving company to move the mobile home to a specific location by a specific  
25 date and must have moved the mobile home pursuant to that contract within  
26 forty-five days after the effective date of the rent increase.

27           3. The director shall approve or disapprove the contract submitted  
28 within fifteen days after receipt of the contract, and the contract is deemed  
29 to be approved on the sixteenth day if the director takes no action. The  
30 payment of relocation expenses shall be made at or before the time of  
31 relocation as provided in rules adopted by the director. If the contract is  
32 not approved, the tenant may appeal to an administrative law judge pursuant  
33 to title 41, chapter 16, article 5. The tenant shall provide notice pursuant  
34 to section 33-1451, subsection A, paragraph ~~6~~ 7 if the tenant relocates.

35           4. On approval, the tenant is eligible for the lesser of the actual  
36 moving expenses of relocating the mobile home or five thousand dollars for a  
37 single section mobile home or ten thousand dollars for a multisection mobile  
38 home. Compensable moving expenses include the cost of taking down, moving  
39 and setting up the mobile home in the new location if the mobile home is  
40 relocated to a residential location within a one hundred mile radius of the  
41 vacated mobile home park.

42           D. As an alternative to receiving payment as prescribed in subsection  
43 C of this section, a tenant who is eligible to receive payment pursuant to  
44 subsection A of this section may abandon the mobile home in the mobile home  
45 park and collect an amount equal to one-fourth of the maximum allowable  
46 moving expense for that mobile home from the mobile home relocation fund. To  
47 qualify for an abandonment payment pursuant to this subsection, the tenant  
48 shall deliver to the landlord the current title to the mobile home with the

1 notarized endorsement of the owner of record together with complete releases  
2 of all liens that are shown on the title and proof that all taxes owing on  
3 the mobile home have been paid to date. The tenant shall provide a copy of  
4 these documents to the department of building and fire safety in support of  
5 the tenant's application for payment. If the tenant chooses to abandon the  
6 mobile home pursuant to this subsection, the landlord is exempt from making  
7 the payments to the fund prescribed in section 33-1476.01, subsection D.

8 E. This section does not apply to rent increases that are prescribed  
9 in a written rental agreement.

10 F. Nothing in this section shall be construed to make any rent  
11 increase unreasonable.

12 Sec. 8. Section 33-1485, Arizona Revised Statutes, is amended to read:  
13 33-1485. Special detainer actions; service; trial postponement

14 A. Special detainer actions shall be instituted for remedies  
15 prescribed in section 33-1476, subsection D, paragraph 3. Except as provided  
16 in this section, the procedure and appeal rights prescribed in title 12,  
17 chapter 8, article 4 apply to special detainer actions.

18 B. The summons shall be issued on the day the complaint is filed and  
19 shall command the person against whom the complaint is made to appear and  
20 answer the complaint at the time and place named that is at least three days  
21 but not more than six days from the date of the summons. The tenant is  
22 deemed to have received the summons three days after the summons is mailed if  
23 personal service is attempted, ~~and~~ within one day of issuance of the  
24 summons, ~~IF~~ a copy of the summons is conspicuously posted on the main  
25 entrance of the tenant's residence, and on the same day the summons is sent  
26 ~~IF THE SUMMONS IS SENT~~ by certified mail, return receipt requested, to the  
27 tenant's last known address. The summons in a special detainer action shall  
28 be served at least two days before the return day and the return day shall be  
29 made on the day assigned for trial. Service of process in this manner shall  
30 be deemed the equivalent of having served the tenant in person for the  
31 purposes of awarding a money judgment for all rent, damages, costs and  
32 attorney fees due.

33 C. For good cause supported by an affidavit, the trial may be  
34 postponed for not more than three days in a justice court or five days in the  
35 superior court.

36 D. If after the hearing the court finds by a preponderance of the  
37 evidence that the material and irreparable breach did occur, the court shall  
38 order restitution in favor of the plaintiff at least twelve but not more than  
39 twenty-four hours later.

40 E. If the defendant is found guilty, the court shall give judgment for  
41 the plaintiff for restitution of the premises, for late charges stated in the  
42 rental agreement, for costs and, at the plaintiff's option, for all rent  
43 found to be due and unpaid through the periodic rental period provided for in  
44 the rental agreement and shall grant a writ of restitution.

45 F. If the defendant is found not guilty, judgment shall be given for  
46 the defendant against the plaintiff for costs, and if it appears that the  
47 plaintiff has acquired possession of the premises since commencement of the  
48 action, a writ of restitution shall issue in favor of the defendant.

1           G. AFTER ENTRY OF A JUDGMENT IN AN ACTION FOR A MATERIAL AND  
2 IRREPARABLE NONCOMPLIANCE OR FOR AN UNAPPROVED OCCUPANT PURSUANT TO SECTION  
3 33-1476, SUBSECTION D, PARAGRAPH 3 OR 6, A TENANT HAS NO RIGHT TO CONTINUE TO  
4 RESIDE ON THE PREMISES, NOTWITHSTANDING THE FILING OF A NOTICE OF APPEAL AND  
5 POSTING OF BOND, UNLESS THE TRIAL COURT EXPRESSLY FINDS WHEN ENTERING  
6 JUDGMENT THAT THE CONTINUED PRESENCE OF THE TENANT DOES NOT REPRESENT A  
7 DANGER TO OTHER MEMBERS OF THE HOUSEHOLD. THE TENANT'S MOBILE HOME MAY  
8 REMAIN ON THE PREMISES WHILE AN APPEAL IS PENDING IF THE TENANT COMPLIES WITH  
9 SECTION 12-1179 AND IF THE MOBILE HOME REMAINS VACANT.

10           Sec. 9. Section 33-1491, Arizona Revised Statutes, is amended to read:

11           33-1491. Retaliatory conduct prohibited: eviction

12           A. Except as provided in this section, a landlord shall not retaliate  
13 by increasing rent or decreasing services or by bringing or threatening to  
14 bring an action for eviction after any of the following:

15           1. The tenant has complained to a governmental agency charged with  
16 responsibility for enforcement of a building or housing code of a violation  
17 applicable to the premises materially affecting health and safety.

18           2. The tenant has complained to the landlord of a violation under this  
19 chapter.

20           3. The tenant has organized or become a member of a tenant's union or  
21 similar organization.

22           4. The tenant has filed an action against the landlord in the  
23 appropriate court or with the appropriate hearing officer.

24           B. If the landlord acts in violation of subsection A of this section,  
25 the tenant is entitled to the remedies provided in section 33-1475 and has a  
26 defense in action against him for eviction. In an action by or against the  
27 tenant, evidence of a complaint within six months prior to the alleged act of  
28 retaliation creates a presumption that the landlord's conduct was in  
29 retaliation. The presumption does not arise if the tenant made the complaint  
30 after notice of termination of the rental agreement. For the purpose of this  
31 subsection, "presumption" means that the trier of fact must find the  
32 existence of the fact presumed unless and until evidence is introduced which  
33 would support a finding of its nonexistence.

34           C. The landlord of a mobile home park shall specify the reason for the  
35 termination of any tenancy in such mobile home park. The reason relied on  
36 for the termination shall be set forth with specific facts, so that the date,  
37 place and circumstances concerning the reason for termination can be  
38 determined. Reference to or recital of the language of this chapter, or  
39 both, is not sufficient compliance with this subsection.

40           D. Notwithstanding subsections A and B of this section, a landlord may  
41 bring an action for eviction if ~~either~~ ANY of the following occurs:

42           1. The violation of the applicable building or housing code was caused  
43 primarily by lack of reasonable care by the tenant or other person in his  
44 household or upon the premises with his consent.

1           2. The tenant is in default in rent. The maintenance of the action  
2       does not release the landlord from liability under section 33-1471,  
3       subsection B.

4           3. THE VIOLATION IS FOR A MATERIAL AND IRREPARABLE NONCOMPLIANCE OR IS  
5       FOR AN UNAPPROVED OCCUPANT PURSUANT TO SECTION 33-1476, SUBSECTION D,  
6       PARAGRAPH 3 OR 6."

7       Amend title to conform

BARBARA LEFF

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